

1 BILL NO. S-82-11-06

2 SPECIAL ORDINANCE NO. S-210-82

3 AN ORDINANCE approving Street Improvement
4 Resolution No. 5932-82, LaRez Neighborhood,
5 Phase V, with Hipskind Concrete Corporation,
in connection with the Board of Public Works.

6 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF
7 FORT WAYNE, INDIANA:


8 SECTION 1. That a certain Contract dated September 1,
9 1982, between the City of Fort Wayne, Indiana, by and through
10 its Mayor and the Board of Public Works and Hipskind Concrete
11 Corporation, for:


12 the construction of curbs and sidewalks
13 as needed on: Monroe Street, both sides
14 from Lasalle to Wallace; Clay Street, both
15 sides from Lasalle to Wallace; Masterson,
both sides from Monroe to the first alley
east of Monroe; and Sutenfield, north side
from Warsaw to Caroline Street;

16 under Board of Public Works Street Improvement Resolution No.
17 5932-82, involving a total cost of Thirty Thousand Seven Hundred
18 Fifty-Four and 25/100 Dollars (\$30,754.25), all as more particu-
19 larly set forth in said Resolution and Contract, and which is
20 on file with the Office of the Board of Public Works and is by
21 reference incorporated herein, made a part hereof and is hereby
22 in all things ratified, confirmed and approved. Two copies of
23 said Contract are on file with the Office of the City Clerk and
24 are made available for public inspection, according to law.

25 SECTION 2. That this Ordinance shall be in full force
26 and effect from and after its passage and any and all necessary
27 approval by the Mayor.

28
29
30 APPROVED AS TO FORM
31 AND LEGALITY

32 
Bruce O. Boxberger, City Attorney


Councilmember

Read the first time in full and on motion by Stier, seconded by Brady, and duly adopted, read the second time by title and referred to the Committee Public Works (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on 11-8-82, the 11 day of November, 1982, at 7 o'clock P.M., E.S.T.

DATE: 11-8-82

C. W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Read the third time in full and on motion by Stier, seconded by Brady, and duly adopted, placed on its passage. PASSED (Lost) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
TOTAL VOTES	<u>9</u>	<u>0</u>			
BRADBURY	<u>X</u>				
BURNS	<u>X</u>				
EISBART	<u>X</u>				
GIAQUINTA	<u>X</u>				
SCHMIDT	<u>X</u>				
SCHOMBURG	<u>X</u>				
SCRUGGS	<u>X</u>				
STIER	<u>X</u>				
TALARICO	<u>X</u>				

DATE: 11-23-82

C. W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL) (APPROPRIATION) ORDINANCE (RESOLUTION) NO. J-210-82 on the 23rd day of November, 1982.

ATTEST:

(SEAL)

C. W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Samuel J. Talarico
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 24th day of November, 1982, at the hour of 11:30 o'clock A.M., E.S.T.

C. W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Approved and signed by me this 24th day of November 1982, at the hour of 9 o'clock A.M., E.S.T.

Win Moses, Jr.
WIN MOSES, JR. - MAYOR

BILL NO. S-82-11-06

REPORT OF THE COMMITTEE ON PUBLIC WORKS

WE, YOUR COMMITTEE ON Public Works TO WHOM WAS REFERRED AN
ORDINANCE approving Street Improvement Resolution No. 5932-82,
LaRez Neighborhood, Phase V, with Hipskind Concrete Corporation,
in connection with the Board of Public Works

HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT
BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE Do PASS.

JAMES S. STIER, CHAIRMAN

BEN A. EISBART, VICE CHAIRMAN

VICTURE L. SCRUGGS

MARK E. GIAQUINTA

DONALD J. SCHMIDT

James S. Stier
Ben A. Eisbart
Victure L. Scruggs
Mark E. Giaquinta
D. Schmidt

11-23-82

CONCURRED IN

DATE 11-23-82 CHARLES W. WESTERMAN, CITY CLERK

CONTRACT

72-76-12

9/1/82

This Agreement, made and entered into this 1 day of Sept., 1982

by and between ----- HIPSKIND CONCRETE CORP. -----

----- 6525 ARDMORE AVENUE, FORT WAYNE, INDIANA -----

hereinafter called "Contractor" and the City of Fort Wayne, Indiana, a municipal corporation, hereinafter called "City," under and by virtue of an act of the General Assembly of the State of Indiana, entitled "An Act Concerning Municipal Corporations," approved March 6, 1905, and all amendatory and supplementary acts thereto, WITNESSETH: That the Contractor covenants and agrees to improve Improvement Resolution No. 5932-82

by constructing curbs & sidewalks where needed as follows:

- (1) Monroe St. - Both sides from Lasalle to Wallace;
- (2) Clay St. - Both sides from Lasalle St. to Wallace;
- (3) Masterson - Both sides from Monroe to first alley east of Monroe;
- (4) Suttentfield- North side from Warsaw to Caroline St.

Also known as LA REZ NEIGHBORHOOD, PHASE V.

by grading and paving the roadway to a width of XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

XX

upon a foundation and with curbing as fully set out in the specifications hereinafter referred to, in a good and workmanlike manner and to the entire satisfaction of said City, in accordance with Improvement Resolution No. 5932-82 attached hereto and by reference made a part hereof.

At the following prices:

Curb Removal	No dollars and ninety cents per lineal foot	0.90
New Curb, Type III	Four dollars and ninety cents per lineal foot	4.90
New 4" Sidewalk	One dollar and thirty cents per square foot	1.30
New Corner Wingwalk (Incl. Ramps)	One dollar and seventy-five cents per square foot	1.75
New 6" Driveway	Fifteen dollars and no cents per square yard	15.00
New 8" Alley Approach	Eighteen dollars and no cents per square yard	18.00
Adjust C.B.	Fifty dollars and no cents per each	50.00
Tree Removal	Two hundred dollars and no cents per each	200.00
Seed	No dollars and twenty-five cents per square yard	0.25
Topsoil	Three dollars and no cents per ton	3.00
Asphalt Patching	No dollars and thirty cents per lineal foot	0.30
Concrete Removal	One dollar and eighty cents per square yard	1.80

Continued...

The Contractor hereby expressly agrees to perform all the work in the prosecution of the above described improvement according to the terms and conditions of Improvement Resolution No. 5932-82 the plans, profiles, specifications and the contractor's bid therefor on file in the office of the Department of Public Works of said City, which said resolution, profile, plans and specifications are made a part of this contract as fully and effectually as if copied herein at full length, (copies of which are attached hereto).

It is hereby agreed that no assignment of this contract shall be made without the written consent of the City; said Contractor hereby covenants and agrees that said improvement shall be finally and in all respects completed on or before Oct. 31, 1982 and the Contractor agrees to pay and give to the City, as liquidated damages, the sum of \$25.00 for each and every day after said date, 19__ until said work is finally completed and ready for acceptance by the City. It being also understood that in event of any conflict between this contract and the specifications, that the former shall be considered to contain the intention of the parties hereto.

It is further agreed by and between said parties, that the acceptance of the work provided for in this contract, or the payment therefor, for the whole or a part, shall not constitute a waiver on the part of the City of any of the provisions of the contract, nor shall it release said Contractor, or the sureties upon its bond for the faithful performance thereof, nor shall the acceptance be even prima facie evidence of the performance of any provisions of such contract except to the extent of entitling said Contractor to receive the price therefor. It is further understood that the failure of the City to exercise its right of inspection or rejection of material and work, or the exercise of such right shall not in any sense be considered an acceptance of any part of said work or material.

The Contractor further contracts and agrees that in the prosecution of said work all proper skill and care will be exercised, that said party will properly and fully guard all excavations and dangerous places, and will use all due and proper precautions to prevent injury to any property, person and persons, what or whomsoever. That for and during the period of the making of such improvement, and the period for which the same is to be maintained and kept in repair by the Contractor, the City shall be saved harmless from any and all liability whatsoever growing out of any injury or damage to property or persons because of any neglect or fault of the said Contractor, its agents or employees, in the execution of this contract or any matter connected therewith or related thereto and to pay any judgment with costs which may be obtained against said City, growing out of any such injury or damage.

To each of the conditions and stipulations in this contract, the undersigned bind themselves, their successors and assigns.

IN WITNESS WHEREOF, we the foregoing named parties hereunto set our hands this 1 day of Sept, 1982

ATTEST:

Janice M. Hipskind
Corporate Secretary

HIPSKIND CONCRETE CORPORATION

BY: Walter D. Hipskind

ITS: President

Contractor, Party of the First Part.

City of Fort Wayne, By and Through:

Robert Anderson

Ray P. Collins

Its Board of Public Works and Mayor.

ATTEST:

Sandra E. Kennedy
Secretary and Clerk

Ed Snuffer
ASSOCIATE CITY ATTORNEY

2" Conduit	One dollar and no cents per lineal foot	1.00
Total	Thirty thousand, seven hundred and fifty-four dollars and twenty-five cents	\$30,754.25

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana that he has complied with Sections 5, 68, 69 of the Workmen's Compensation Act, approved March 14, 1929, in accordance with Section 14 of the Compensation Act (Acts 1929, page 545, being I.C. 22-3-2-1 et. seq.).

A copy of General Ordinance No. G-34-78 (as amended) concerning discriminating in employment under municipal contracts, is attached and incorporated herein by reference.

Improvement Resolution

FOR CURB AND SIDEWALK

No. 5932 - 1982

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA,
That it is deemed necessary to improve by constructing curbs and sidewalks where needed on

Monroe St. - Both sides from Lasalle to Wallace;

Clay St. - Both sides from Lasalle St. to Wallace;

Masterson - Both sides from Monroe to first alley east of Monroe;

Surrenfield- North side from Warsaw to Caroline St.;

Also known as LA REZ NEIGHBORHOOD, PHASE V.

all in accordance with the profile, detail-drawing and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by Community Development & Planning.

Adopted, this _____ day of _____

ATTEST:

Secretary & Clerk

BOARD OF PUBLIC WORKS:

{ _____

PERFORMANCE AND GUARANTEE BOND

KNOW ALL MEN BY THESE PRESENTS, that we HIPSKIND CONCRETE CORP.
as Principal, and the _____

_____, a corporation organized under the laws of the
State of _____, and duly authorized to transact business in the
State of Indiana, as Surety, are held firmly bound unto the City of Fort Wayne,
Indiana, an Indiana Municipal Corporation in the sum of THIRTY THOUSAND, SEVEN
HUNDRED AND FIFTY-FOUR DOLLARS AND TWENTY-FIVE CENTS -----
(\$ 30,754.25 -----), for the payment whereof well and truly to be made,
the Principal and Surety bind themselves, their heirs, executors, administrators,
successors and assigns, jointly and severally, firmly by these presents. The
condition of the above obligation is such that

WHEREAS, the Principal did on the 1 day of Sept, 1982
enter into a contract with the City of Fort Wayne to construct

Improvement Resolution No. 5932-82

curbs & sidewalk where needed as follows:

- (1) Monroe St. - Both sides from Lasalle to Wallace;
- (2) Clay St. - Both sides from Lasalle to Wallace;
- (3) Masterson - Both sides from Monroe to first alley east of Monroe;
- (4) Sutfenfield- North side from Warsaw to Caroline St.

Also known as LA REZ NEIGHBORHOOD, PHASE V.

at a cost of \$ 30,754.25-----, according to certain plans and specifications
prepared by or approved by the City.

WHEREAS, the grant of authority by City to so construct such improvement
provides:

1. That said improvement shall be completed according to said plans and
specifications, and contractor shall warrant and guarantee all work, mater-
ial, and conditions of the improvement for a period of three (3) years from
the date of final acceptance in writing by the Owner;
2. There shall be filed with the City, within thirty (30) days after comple-
tion, a Completion Affidavit;
3. Said Principal is required to agree to make such adjustments, modifica-
tions, and repairs as required by the City within thirty (30) days after
notice.

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications.

NOW THEREFORE, if the principal shall faithfully perform all of the terms and conditions required of it by the contract and shall for three (3) years after acceptance of said improvement by City warrant and guarantee said improvement and shall indemnify the City for all loss that City may sustain by reason of the Principal's failure to comply with any of the terms of the authorization, then this obligation shall be void, otherwise it shall remain in full force and effect.

HIPSKIND CONCRETE CORPORATION

(Contractor)

BY:

ITS:

James D. Linsley
President

ATTEST:

Marcia S. Quinlan
Secretary
(Title)

TRINITY UNIVERSAL
Surety

*BY:

Trinity Universal
Authorized Agent
(Attorney-in-Fact)

*If signed by an agent, power of attorney must be attached

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

----- HIPSKIND CONCRETE CORP. -----

(Name of Contractor)

----- 6525 ARDMORE AVENUE, FORT WAYNE, INDIANA -----

(Address)

a -----, hereinafter called Principal,
(Corporation, Partnership or Individual)

and -----
(Name of Surety)

and duly authorized to transact business in the State of Indiana, hereinafter called Surety, are held and firmly bound unto the City of Fort Wayne, an Indiana Municipal Corporation in the penal sum of THIRTY THOUSAND, SEVEN HUNDRED AND FIFTY-FOUR DOLLARS AND TWENTY-FIVE CENTS -----

for the payment whereof well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the 1 day of Sept., 1982, for the construction of:

Improvement Resolution No. 5932-82

Curbs & sidewalks where needed as follows:

- (1) Monroe St. - Both sides from Lasalle to Wallace;
- (2) Clay St. - Both sides from Lasalle to Wallace;
- (3) Masterson - Both sides from Monroe to first alley east of Monroe;
- (4) Suttentfield- North side from Warsaw to Caroline St.

Also known as LA REZ NEIGHBORHOOD, PHASE V.

at a cost of THIRTY THOUSAND, SEVEN HUNDRED AND FIFTY-FOUR DOLLARS AND TWENTY-FIVE CENTS -----

(\$ 30,754.25-----), all according to Fort Wayne Street Engineering Department plans and specifications.

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications, and

WHEREAS, no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, this instrument is executed in 3 counter-
parts, each one of which shall be deemed an original, this 1 day of
Sept, 1979. 82

(SEAL)

ATTEST:

Janice M. Hipkind
(Principal) Secretary

HIPSKIND CONCRETE CORPORATION
Principal
BY James D. Hipkind
President
(Title)

(Address)

Witness as to Principal

(Address)

Marcia S. Demurelalie
Witness as to Surety

(Address)

TRINITY UNIVERSAL
Surety
BY James D. Hipkind
Attorney-in-Fact
(Authorized Agent)

1928 Inwood Drive

P. O. Box 10510
(Address)

Fort Wayne, TN 46852

NOTE: Date of Bond must not be prior to date of Contract.
If Contractor is Partnership, all partners should execute bond.

TITLE OF ORDINANCE Resolution #5932-82, LaRez Neighborhood, Phase V

DEPARTMENT REQUESTING ORDINANCE Board of Public Works

5-82-11-06

SYNOPSIS OF ORDINANCE Construction of curbs and sidewalks where needed on:

- (1) Monroe St. - Both sides from Lasalle to Wallace
- (2) Clay St. - Both sides from Lasalle to Wallace
- (3) Masterson - Both sides from Monroe to first alley east of Monroe
- (4) Suttentfield - North side from Warsaw to Caroline St.

Also known as LaRez Neighborhood, Phase V.. Contract awarded to Hipkind Concrete Corp.

Prior approval obtained July 27, 1982

EFFECT OF PASSAGE improvement of LaRez Neighborhood

EFFECT OF NON-PASSAGE

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) \$30,754.25

ASSIGNED TO COMMITTEE